

<i>SERFF Tracking Number:</i>	<i>PHLX-125516899</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Philadelphia Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR0033602F01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>General Liability/GL AR0033602F01</i>		

Filing at a Glance

Company: Philadelphia Indemnity Insurance Company

Product Name: General Liability	SERFF Tr Num: PHLX-125516899	State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: GL AR0033602F01		State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: SPI PhiladelphiaIndemnity	Disposition Date: 03/13/2008
	Date Submitted: 02/29/2008	Disposition Status: Approved
Effective Date Requested (New): 04/01/2008		Effective Date (New):
Effective Date Requested (Renewal):		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: General Liability	Status of Filing in Domicile:
Project Number: GL AR0033602F01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/13/2008	
State Status Changed: 03/13/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Philadelphia Indemnity Insurance Company is filing a revised General Liability Deluxe Endorsement-Schools PI-GLD-VS (01/08) to replace PI-GLD-VS (04-07). The 01/08 version clarifies our intent regarding coverage for certain medical professionals. There is no impact on rates, as we had only contemplated coverage for nurses or athletic trainers typical to our school programs.

04/07 version deletes: (G.2.h.)

h. Incidental Malpractice Liability - SECTION II - WHO IS AN INSURED, Subsection 2., Paragraph a., Item (1)(d) does

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not apply to any physician, psychiatrist, psychologist, dentist, nurse, trainer, emergency medical technician or paramedic who is employed by you to provide such services, but only while acting within the scope of and during the course of their duties as such.

01/08 version adds:

R. Medical Incident Liability-Nurse and Athletic Trainer

1. SECTION II - WHO IS AN INSURED, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. SECTION V - DEFINITIONS, 13. is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to SECTION V - DEFINITIONS:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

Company and Contact

Filing Contact Information

Kevin O'Brien, Compliance Analyst II	kobrien@phlyins.com
One Bala Plaza	(610) 617-7752 [Phone]
Bala Cynwyd, PA 19004	(866) 282-7495[FAX]

Filing Company Information

Philadelphia Indemnity Insurance Company	CoCode: 18058	State of Domicile: Pennsylvania
One Bala Plaza	Group Code: 677	Company Type:
Suite 100		

SERFF Tracking Number: *PHLX-125516899* *State:* *Arkansas*
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Bala Cynwyd, PA 19004 Group Name: Philadelphia State ID Number:
Insurance Companies
(610) 617-7900 ext. [Phone] FEIN Number: 231738402

<i>SERFF Tracking Number:</i>	<i>PHLX-125516899</i>	<i>State:</i>	<i>Arkansas</i>
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Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Philadelphia Indemnity Insurance Company	\$50.00	02/29/2008	18245697

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/13/2008	03/13/2008

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Disposition

Disposition Date: 03/13/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	General Liability Deluxe Endorsement Schools	Approved	Yes

SERFF Tracking Number: PHLX-125516899 State: Arkansas

Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: EFT \$50

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TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability

Product Name: General Liability

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	General Liability Deluxe Endorsement Schools	PI-GLD-VS	01/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PI-GLD-VS Previous Filing #:		PI-GLD-VS.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured -- Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured -- By Contract, Agreement or Permit	Included	4
Additional Insured -- Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.**;
 - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

- a. **Expected or Intended Injury**
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.**

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, the second part of Paragraph **a.** is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

- (1) This provision does not apply:

- (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
- (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
- (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.

- (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:

- (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.

- (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:

- (a) To any "occurrence" which takes place after the equipment lease expires; or
- (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

- (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:

- (a) Any "occurrence" which takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

- (1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

1. **SECTION III – LIMITS OF INSURANCE**, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
 - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
 - (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
 - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

2. **SECTION V – DEFINITIONS** is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph **2.a.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance – Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
- b. Excess Insurance -This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph **g.**

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. OTHER INSURANCE**, Paragraph **b. Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph **g.**; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph **14. b.** is revised to read:
 - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS**, Paragraph **14.** is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **f.** does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED, Subparagraph 2.a. (1) (d)** is deleted and replaced by the following:

 (d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".
2. **SECTION V – DEFINITIONS, 13.** is deleted and replaced by the following:

 "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".
3. The following definition is added to **SECTION V – DEFINITIONS**:

 "Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

 "Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

<i>SERFF Tracking Number:</i>	<i>PHLX-125516899</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Philadelphia Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR0033602F01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>General Liability/GL AR0033602F01</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>PHLX-125516899</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Philadelphia Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR0033602F01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>General Liability/GL AR0033602F01</i>		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	03/13/2008
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Comments:

Attachments:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF
AR - NAIC FORM FILING SCHEDULE.PDF

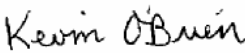
Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name	Philadelphia Insurance Companies				Group NAIC #	0677
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
Philadelphia Indemnity Insurance Company	PA	18058	231738402			

5. Company Tracking Number	GL AR0033602F01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Kevin W. O'Brien One Bala Plaza, Suite 100 Bala Cynwyd PA 19004	Compliance Analyst II	877-438-7459	866-282-7495	kobrien@phlyins.com
7. Signature of authorized filer				
8. Please print name of authorized filer	Kevin W. O'Brien			

Filing Information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.2 Other Liability - Occurrence Only			
10. Sub-Type of Insurance (Sub-TOI)	17.2001 Commercial General Liability			
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]				
12. Company Program Title (Marketing Title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:	4/1/08	Renewal:	4/1/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing	2/29/08			
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	GL AR0033602F01
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

Philadelphia Indemnity Insurance Company is filing a revised General Liability Deluxe Endorsement-Schools PI-GLD-VS (01/08) to replace PI-GLD-VS (04-07). The 01/08 version clarifies our intent regarding coverage for certain medical professionals. There is no impact on rates, as we had only contemplated coverage for nurses or athletic trainers typical to our school programs.

04/07 version deletes: (G.2.h.)

h. Incidental Malpractice Liability - SECTION II - WHO IS AN INSURED, Subsection 2., Paragraph a., Item (1)(d) does not apply to any physician, psychiatrist, psychologist, dentist, nurse, trainer, emergency medical technician or paramedic who is employed by you to provide such services, but only while acting within the scope of and during the course of their duties as such.

01/08 version adds:

R. Medical Incident Liability-Nurse and Athletic Trainer

1. SECTION II - WHO IS AN INSURED, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. SECTION V - DEFINITIONS, 13. is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to SECTION V - DEFINITIONS:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

22.	Filing Fees (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> Check #: EFT Amount: </div> <div style="text-align: center; margin-top: 100px;"> Refer to each state's checklist for additional state specific requirements or instructions on calculating fees. </div>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	GL AR0033602F01
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	n/a
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	General Liability Deluxe Endorsement Schools	PI-GLD-VS 01/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PI-GLD-VS 04 07	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		